

EXHIBIT B

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03-CV-2019-901063.00
CIRCUIT COURT OF
MONTGOMERY COUNTY, ALABAMA
GINA J. ISHMAN, CLERK

IN THE CIRCUIT COURT OF MONTGOMERY COUNTY, ALABAMA

**LEDIC REALTY COMPANY,)
LLC,)**

Plaintiff,)

v.)

Civil Action No.:

**AFFORDABLE HOUSING)
AMERICA, INC.,)**

Defendant.)

COMPLAINT

COMES NOW, the Plaintiff, LEDIC REALTY COMPANY, LLC, (LRC or Plaintiff) and offers the following Complaint:

A. Parties

1. Plaintiff is a Delaware limited liability company with its principal place of business in Montgomery, Alabama.

2. Defendant, AFFORDABLE HOUSING AMERICA, INC., (AHA) is a Georgia nonprofit corporation doing business by agent in Montgomery, Alabama.

B. Facts

3. On June 8, 2017, AHA executed a promissory note in the principal amount of \$50,000 in favor of LRC. A true and correct copy of the Note is attached hereto as **Exhibit A**.

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4. Pursuant to the terms of the Note, AHA was required to make certain quarterly payments to LRC at its offices in Montgomery, Alabama

5. In the event AHA has defaulted under the terms of Note, the Note provides that AHA will pay LRC its reasonable attorney's fees and expenses associated with collecting any amount due under the Note.

6. AHA has defaulted under the terms of the Note for failure to make payments when due. On April 5, 2019, counsel for LRC sent AHA a letter accelerating the amounts due under the Note as a result of AHA's breach and demand payment for same. A true and correct copy of the Demand Letter is attached as **Exhibit B**. AHA has failed to pay the amount owed.

Count I—Breach of Contract

7. LRC adopts and realleges all prior paragraphs of this Complaint.

8. AHA has breached the terms of the Note for failing to make payments when due.

9. As a result of the breach, LRC has been damaged. It has not received amounts due under the Note to which it is entitled.

WHEREFORE, the above premises considered, LRC demands judgment against AHA in an amount in excess of the jurisdictional minimums of this Court plus interest, attorneys' fees, costs, and any such further relief to which it may be entitled.

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s/ J. Evans Bailey
J. EVANS BAILEY (BAI062)
Attorney for Plaintiff

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A jury trial is not requested.

s/ J. Evans Bailey
Of Counsel

SERVING DEFENDANT BY PRIVATE PROCESS SERVER AT:

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